

deeds can be inspected, i.e. at some other solicitor's office, or he may produce a "marked abstract/' i.e. an old abstract showing that such deeds were inspected at some earlier date by some solicitor acting for the then purchaser.

In such a case the present purchaser's solicitor should peruse the succeeding deed in the abstract to ascertain that such deed contains a "covenant for production" (i.e. an undertaking by the person retaining the deed of the larger land to produce the deed retained by him whenever required by the purchaser). If not, a pencil note should be made on the abstract that there is no covenant for production, and the matter raised on the requisitions being sent in. If it is subsequently ascertained that there is no covenant for production, it may be necessary to obtain an acknowledgment from the person holding such deeds at the time.

Another important matter which should be looked for is whether there are any restrictive covenants affecting the land. These may have been disclosed by the vendor in the contract for sale, but are sometimes left undisclosed. If they are mentioned in the abstract of any deed, the purchaser's solicitor should ask the vendor's solicitor for a copy of them—even if they are set out in a

deed earlier than the root of title unless
as before
mentioned a copy has been delivered
with the
draft contract. Where such restrictive
covenants
were imposed on the land before 1926,
the pur-
chaser is not bound by them unless he
(or his
solicitor) has had notice of them. If
they are
imposed after 1925 they have to be
registered as
a land charge before any purchaser can
be bound
by them.